

STATE OF TEXAS  
COUNTY OF TRAVIS

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**CONTRACT BETWEEN  
TEXAS JUVENILE JUSTICE DEPARTMENT  
AND  
TIBH INDUSTRIES, INC.  
WITH  
RELIEF ENTERPRISE, INC.  
FOR  
JANITORIAL SERVICES FOR CENTRAL OFFICE – BRAKER H BUILDING – SUITE A  
AMENDMENT 3 TO CONTRACT NUMBER CON0000427**

The Texas Juvenile Justice Department, hereinafter "TJJD," and TIBH Industries, Inc., 1011 East 53 ½ Street Austin, Texas, 78751, hereinafter "TIBH," which has assigned the performance of this contract to Relief Enterprise, Inc., hereinafter "Performing Party," acknowledge that they have previously entered into a contract for the provision of janitorial services at TJJD Central Office located at 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, for the period of September 1, 2015, through August 31, 2018. This contract is identified as Contract Number CON0000427.

The parties wish to continue the relationship that exists without a lapse in services. TIBH and Performing Party agree to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use TIBH's and Performing Party's services during the term of this contract.

TIBH and Performing Party represent and warrant that the individuals signing this Amendment are authorized to sign this document on behalf of TIBH and Performing Party and to bind TIBH and Performing Party under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract and amendments, subject to the following changes:

1. Pursuant to **SECTION I, GENERAL TERMS, A. TERM**, TJJD is hereby exercising its third and final option under this contract to renew the contract term for an additional one (1) year period, from **September 1, 2018, through August 31, 2019**.
2. Exhibit A referenced in the contract preamble and under **SECTION II, SCOPE OF WORK** and is at pages 13-16 in the original contract is replaced with the revised Exhibit A, Janitorial Services Scope of Work, for FY 19. (See Attached)
3. Exhibit B in the original contract is no longer applicable. The total monthly amount for janitorial services described in Exhibit A, Janitorial Services Scope of Work, for FY 19 will not exceed **\$7,833.73**.
4. **SECTION III, COMPENSATION, A. CONTRACT AMOUNT**, is revised to read as follows: "The total contract amount for the period of **September 1, 2018, through August 31, 2019**, is not to exceed **\$94,004.76 (ninety-four thousand, four dollars and seventy-six cents)**."
5. The contract is amended as follows under **SECTION III, CERTIFICATIONS**:
  - a. Articles 14, 15, 17, 24, and 25 are deleted in their entirety and replaced with the following:

**"Article 14: Suspension and Debarment**

Contractor certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

#### **Article 15: Excluded Parties/Terrorism**

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

#### **Article 17: Prior Disaster Relief Contract Violation**

**Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Contractor] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

#### **Article 24: Reserved**

#### **Article 25: By signature hereon, Contractor certifies that:**

All statements and information prepared and submitted in relation to this contract is current, complete, and accurate; Contractor has disclosed in writing to the TJJD all existing or potential conflicts of interest relative to the performance of the contract; and if circumstances change during the course of the contract, Contractor shall promptly notify the TJJD."

#### **6. The contract is amended as follows under SECTION IV, GENERAL PROVISIONS:**

- a. Articles 2, 6, 12, 22, and 25 are deleted in their entirety and replaced with the following:

#### **"Article 2: Indemnity**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THE TJJD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND THE TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

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#### **Article 6: Funding Out Clause**

The contract is subject to termination or cancellation, without penalty to the TJJD, either in whole or in part, subject to the availability of state funds. The TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either the TJJD's or Contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, the TJJD will not be liable to Contractor for any damages, that are caused or associated with such termination or cancellation, and the TJJD will not be required to give prior notice.

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#### **Article 12: Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the TJJD.

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#### **Article 22: Verification of Worker Eligibility Clause**

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to the contract within the United States of America.

Contractor shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Contractor is enrolled in E-Verify. Contractor shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Contractor employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Contractor has violated the certifications set forth in this Article, then (1) Contractor shall be in breach of contract, (2) the TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to the TJJD under the contract, Contractor shall be responsible for all costs incurred by the TJJD to obtain substitute services to replace the terminated contract.

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#### **Article 25: Execution Authority**

Contractor represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Contractor and to bind Contractor under this contract. This contract shall be binding upon and shall inure to the benefit of the TJJD and Contractor and to their representatives, successors, and assigns. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the TJJD or the State of Texas of any immunities from suit or from liability that the TJJD or the State of Texas may have by operation of law."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.


For the Texas Juvenile Justice Department:

  
\_\_\_\_\_  
Camille Cain, Executive Director Date

For TIBH:

   9/13/2018  
Signature Printed Name Title Date

For Performing Party:

  
\_\_\_\_\_  
Signature Calvin Williams COO 09/05/2018  
Printed Name Title Date

Approved as to form:

 8/23/18  
TJJD Attorney Date